

IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF TEXAS
LUFKIN DIVISION

TODD MORELAND, VIVIAN MORELAND THOMAS,
VANESSA MORELAND SLAUGHTER,
ANDREW J. MORELAND, JR., LaSHONDA
MORELAND, ANTHONY MORELAND, MONICA
MORELAND DODSON, CARLA D. MORELAND
JONES, PAULETTE MORELAND REED, RONNA
MORELAND, TAMMIE HAMILTON MORELAND,
ALISHA HILL, LOUISE MORELAND, and
TERENCE NOWLIN MORELAND,

Plaintiffs,

vs

Case No. _____

CHESAPEAKE ENERGY CORPORATION,

Serve: 6100 North Western Avenue

Oklahoma City, Oklahoma 73118,

and:

ERNEST COULTER and GLORIA COULTER,

Serve: 9262 Appleby Sand Road

Nacogdoches, Texas 75965

and:

DAVID D. ADAMS and ELOISE C. ADAMS,

and DAVID ADAMS, LTD.,

8303 fm 1878

Nacogdoches, Texas 75961

Defendants.

JURY TRIAL DEMANDED

PETITION FOR DAMAGES

COME NOW the Plaintiffs, Vivian Moreland Thomas and Todd Moreland, Louise Moreland, Andrew J. Moreland, Jr., Anthony Moreland, Vanessa Moreland Slaughter, Carla D. Moreland Jones, Monica Moreland Dodson, Paulette Moreland Reed, Tammie Hamilton Moreland, Ronna Moreland, Alisha Hill, LaShonda Moreland, and Terence Nowlin (Moreland), by and through their attorney, Herman L. Jimerson, and for their PETITION FOR DAMAGES against Defendants Chesapeake Energy Corporation, Ernest and Gloria Coulter, and David and Eloise Adams, Plaintiffs hereby state the following:

FACTS COMMON TO ALL COUNTS

1. That at all times relevant to this cause, Plaintiffs are residents of the State of Missouri, except Plaintiff, Carla D. Moreland Jones who reside of the State of Texas, and Terence Nowlin Moreland, who is a resident of the State of California, and all Plaintiffs are linear descendants of, and legal heirs to the Estate of Pearlie Mae Frailey Moreland, and Plaintiffs bring this action for relief from the continuing fraudulent, tortious of the Defendants, Chesapeake Energy Corporation ("Chesapeake"), Ernest and Gloria Coulter, and David and Eloise Adams and David Adams, Ltd. 2. That at all times relevant to this cause, the oil and mineral estate which is the subject of this Petition is situated on and under certain tracts of land located in Nacogdoches County, Texas.

3. That at all times relevant to this cause Defendant Chesapeake was and is a corporation organized under the laws of the State of Oklahoma, and doing business in the State of Texas.

4. That at all times relevant to this cause, Defendants Ernest and Gloria Coulter reside in, and are citizens of the State of Texas.

5. That at all times relevant to this cause, Defendants, David and Eloise Adams, Individually and as operators of David Adams, Ltd., reside in, and are citizens of the State of Texas.

6. That jurisdiction is conferred upon this Court pursuant to 28 USCS §1332, and the amount in controversy is in excess of \$75,000.00.

7. That the Plaintiffs are all descendants and heirs of Pearlie Mae Frailey Moreland, Emma Frailey Hanks, and Lillie Mae Anderson, and come before this Court seeking relief through this cause, asserting that they are legally entitled, by inheritance, to royalties from

certain shares of oil, gas, and mineral royalties in connection with real property located in Nacogdoches County, in the State of Texas, and that the aforesaid royalties have been fraudulently and unlawfully conveyed to, and by, the Defendants.

HISTORY - LAND AND MINERAL RIGHTS

8. That on January 16, 1901, John Frailey and his first wife Viney purchased a certain 88 acre parcel of real estate (TRACT I) from B.F. Hardeman, the same being recorded in Vol. I page 224 Deed of Records in Nacogdoches County, Texas on January 3, 1901 . (See Exhibit A).

9. That on October 4, 1918, John Frailey and his second wife, Henrietta Frailey purchased a certain 40 acre parcel of real estate (TRACT II) from Eli Johnson and Matilda Johnson, the same being recorded in Vol. 78, page 542 Deed of Records in Nacogdoches County, Texas on October 4, 1918. (See Exhibit B).

10. That on February 23, 1918, John Frailey, while married to his second wife, Henrietta Frailey, purchased a certain 65 acre parcel of real estate (TRACT III) from Matthew Johnson, the same being recorded in Vol. 93, page 4,5 in Deed of Records in Nacogdoches County, Texas on February 23, 1918. (See Exhibit C).

11. That John Frailey died on January 13, 1942, and his surviving spouse, Henrietta Frailey, brought suit for partition against the five children born to John Frailey and first wife, Viney Frailey.

12. That on December 21, 1942, by Judgment Order of the District Court of Nacogdoches County Texas, Case No. 8531, the heirs of John Frailey, and his first wife, Viney Frailey, namely, Roxanna Frailey Shears, McKinley Frailey, Lillie Mae Anderson, Emma Frailey Hanks, and Pearlie Mae Frailey Moreland, and were awarded ownership of the Tracts I and II, to

have and to hold, and to share and share alike. (See Exhibit D).

13. That on that same date and time, the District Court further ordered that the remaining parcel of real estate, Tract III, should be granted to Henrietta Frailey, surviving spouse of John Frailey to have and to hold exclusively by Order of Court, being recorded on January 4, 1943.

14. That on or about August 31, 1946, McKinley Frailey and Pearlie Mae Frailey Moreland entered into an agreement whereby the aforesaid Tract I and Tract II of real estate should be divided, with McKinley Frailey and his wife, Callie Frailey, to receive sole interest in the 88 acres contained in Tract I, and 14.4 acres of the forty acres contained in Tract II, to have and to hold forever.

15. That pursuant to the aforesaid agreement, Pearlie Mae Frailey Moreland received sole interest in 25.6 acres of the 40 acres contained in Tract II.

16. That by Deed dated December 21, 1946, Volume 171, page 116, Pearlie Mae Frailey Moreland and her husband Frank Moreland conveyed to McKinley Frailey and his wife Callie Frailey, the aforesaid 25.6 acres out of the original 40 acres contained in Tract II, but Pearlie Mae and Frank Moreland did reserve for themselves, their heirs and assigns forever, an undivided one-half interest in and to the royalty on all oil, gas and minerals produced from the land. (Exhibit E).

17. That the following conveyances occurred subsequently:

a) on May 5, 1967, subsequent to the death of McKinley Frailey who died intestate in 1964, Callie Frailey, his surviving spouse, along with their three children, Doris Dedeaux; Melba Day and Patricia Ogilvie, granted Warranty Deed to David C. Adams, and his wife, Eloise Adams, 95 acres of the original 128 acres contained in Tract I and Tract II;

b) by Deed dated September 30, 1967, Volume 345 page 383, the aforesaid children of McKinley Frailey and Callie Frailey conveyed to Callie Frailey all of the residue of the 40 acres that was not included within the bounds of the aforesaid 95 acre tract conveyed to David Adams and Eloise Adams, but reserved all mineral rights.

c) by Warranty Deed dated September 7, 1971, recorded in Volume 369, Page 345 of the Deed Records for Nacogdoches County, Texas, David Adams and Eloise Adams did convey the 95 acre tract of land to Ernest and Gloria Coulter, but reserved an undivided one/fourth interest in all gas, oil and mineral rights.

d) by Warranty Deed dated November 11, 1970 at Volume 364, page 137, Callie Frailey conveyed to David C. Adams the aforesaid residue tract of 30 acres, subject to royalty provisions.

e) the real estate, now called to contain 29.2 acres, without mineral rights, was conveyed by David Adams and Eloise Adams to Donald Dooley and Margaret Dooley on March 5, 1979, while reserving all oil and mineral rights to the property.

f) on December 5, 1979 Donald and Margaret Dooley conveyed 18.14 acres of the 29.2 surface acres to the Veterans Land Board of Texas, who conveyed the same to Drake Mitchell Wolf.

g) Wayne Dunn and Ronald Dunn then conveyed the remaining 11 surface acres to Drake Wolf and Alicia Wolf by deed dated December 5, 1979.

18. That the subsequent land conveyances did not include the mineral rights which were preserved by Pearlie Mae Frailey Moreland and Frank Moreland, namely the undivided one half interest in royalties retained by the Deed of December 21, 1946, for themselves, and for the

benefit of their heirs and assigns forever.

19. That by royalty deed dated June 8, 1984, and recorded in Volume 528 at page 888 of the Recorder of Deeds, Pearlie Mae Frailey Moreland and Frank Moreland conveyed to Fairway Royalty, Inc., all interest in the royalty in 128 acres, for a period of five years only, and in June, 1989 said interest lapsed.

20. That by deed dated May 16, 1991, David D. Adams and Eloise Adams did transfer all mineral interest in the land to David Adams, Ltd.

21. That on April 24, 2003, David D. Adams, as agent of David Adams, Ltd., did enter into an agreement with BRG Petroleum Corporation, of Tulsa, Oklahoma, pursuant to which BRG Petroleum Corporation was granted a lease to the oil, gas and minerals located on or under the original 95 acre tract previously sold to Ernest and Gloria Coulter.

22. That pursuant to Abstractor's Certificate dated June 7, 2006, all that certain tract or parcel of land being 25.6 acres, more or less, part of 40 acres, on the JOHN BAILEY SURVEY, A-82, Nacogdoches County, Texas, being more particularly described in Partition Deed dated August 31, 1946, recorded in Volume 174, page 502, to which reference is here made for all purposes, and found the current owners of the said property to be the Estate of Pearlie Mae Frailey Moreland, Deceased. (See Exhibit F – Certificate with August 31, 1946 Partition Deed).

23. That the Plaintiffs, and all of them, are descendants and heirs of Pearlie Mae Frailey Moreland, who died in 1984, and Frank Moreland, who died in 1988, and as such, Plaintiffs are entitled to royalties from all proceeds of the oil, gas and mineral rights which were reserved by Pearlie Mae Frailey Moreland and Frank Moreland, for themselves and their heirs and assigns pursuant to a Deed dated December 21, 1946.

24. That the Plaintiffs, and all of them, are descendants and heirs of their great aunts, Lillie Mae Anderson who died in 1950 without heirs, and Emma Frailey Hanks who died in 1968 without heirs, and as such, Plaintiffs are entitled to those shares of royalties from all oil, gas and minerals produced from the Nacogdoches County real property formerly owned by Lillie Mae Anderson and Emma Frailey Hanks.

**COUNT I. DAVID ADAMS, LTD., DAVID D. AND ELOISE C. ADAMS
FRAUD**

25. Plaintiffs re-state and re-allege paragraphs 1-23 as if fully set forth herein, and further state the following:

26. That Defendants David Adams and Eloise Adams purchased the 95 acre tract and the 40 acre tract from Callie Frailey on May 5, 1967 and September 30, 1967, respectively.

27. That the Deeds were made subject to existing royalty reservations.

28. That on May 16, 1991, Defendant David and Eloise Adams transferred ownership of the two tracts to David Adams, Ltd.

29. That at all times relevant to this complaint, one-half interest of all oil, gas and mineral rights to the 25.6 acres of the 40 acre tract and 88 acre tract were owned and retained by Pearlie Mae Frailey Moreland and her husband Frank Moreland, for themselves, their heirs and assigns, under the provisions of the Deed executed on December 21, 1946.

30. That each of the Plaintiffs, as descendants and heirs of Pearlie Mae Frailey Moreland, owns interest in, and is entitled to receive royalties from the gas, oil and mineral rights to the real property which was sold without mineral rights to Callie Frailey by Pearlie Mae Frailey Moreland, and which was later sold to David and Eloise Adams by Callie Frailey.

31. That Defendants, David and Eloise Adams acted with fraud and deceit, when:

- a. Defendants proceeded as if they owned the whole land without regard to the severance of the oil, gas and mineral estate therein;
- b. Defendants made intentional false representations to Defendants Ernest and Gloria Coulter and others causing them to believe that the gas, oil and mineral rights to the aforesaid tracts of land belonged to them, intending that Plaintiffs and others would act upon these representations, or act in the absence of information concealed;
- c. the hearers, believed and relied upon the aforesaid misrepresentations, thereby resulting in great harm and financial loss being suffered by the Plaintiffs;
- d. the Adams Defendants sold a parcel of land to Defendant Ernest Coulter on September 7, 1971 though David and Eloise Adams and David Adams Ltd. were not the legal owners of the oil, gas, and mineral rights which were sold to Ernest Coulter;
- e. Defendants received and continued to receive royalty payments for gas, oil and minerals taken from the aforesaid tracts of land, which royalties legally belong to the Plaintiff heirs of Pearlie Mae Frailey Moreland;
- f. Defendants refused and continued to refuse to acknowledge Plaintiffs' rights to the royalties or to turn over royalty payments to the Plaintiffs.

32. That the parties to this suit were not co-tenants of the two separate estates (*i.e.*, the surface estate and the mineral estate).

33. That Defendants knew or should have known of the falsity of their representations

regarding title to the gas, oil and mineral rights for which they have received royalties and other monies, and Defendants' false representations were material to the dispute now between the parties.

34. That Defendants David and Eloise Adams and David Adams, Ltd. have received royalty revenue from the oil, gas and mineral property, and from the sale thereof, which revenue rightfully belongs to Plaintiffs, as heirs and assigns of Pearlie Mae Frailey Moreland, deceased.

35. That through fraud and deceit, Defendants David and Eloise Adams and David Adams, Ltd. have been enriched unjustly through the fraudulent sales of mineral rights which legally belong to the Plaintiffs, as heirs and assigns of Pearlie Mae Frailey Moreland, deceased.

WHEREFORE, Plaintiffs pray that this Court order Defendants David D. Adams and Eloise C. Adams, and David Adams, Ltd., to pay all future royalty revenue received from the 25.6 acres and the 88 acres of oil and mineral rights legally belonging to the above captioned heirs of Pearlie

Mae Frailey Moreland, Emma Frailey Hanks and Lillie Mae Anderson, and further, that defendants pay to the Plaintiffs all amounts received by the Adams Defendants from the sale of the aforesaid gas, oil and mineral property on April 24, 2003, and at any other time, plus interest, along with attorneys fees and costs, and other and further relief as the Court deems appropriate.

COUNT II. ERNEST A. COULTER AND GLORIA FAYE COULTER
FRAUD

36. Plaintiffs re-state and re-allege paragraphs 1-24 as if fully set forth herein, and the Plaintiffs further state the following:

37. That by Warranty Deed with Vendor's Lien dated September 7, 1971, at Volume 369

page 945, David Adams and Eloise Adams conveyed the real property to Ernest A. Coulter.

38. That the Deed was made subject to existing royalty reservations.

39. That by Divorce decree dated February 2, 1973, in settlement of the matter of the Marriage of Mollie Coulter and Ernest Coulter, the real property was awarded to Ernest A. Coulter.

40. That by Warranty Deed dated February 2, 1973, at Volume 380, page 404, Mollie J. Coulter conveyed the captioned tract to Ernest A. Coulter.

41. That by Deed of Trust dated July 12, 1977, at Volume 168 page 487, Ernest A. Coulter and second wife, Gloria Faye Coulter conveyed the captioned land in trust, in order to secure a note in the amount of \$86,000.00 to the Commercial National Bank in Nacogdoches County, Texas.

42. That by Oil and Gas Lease dated April 17, 2003, at Volume 1890, page 306, Ernest A. Coulter and Gloria Faye Coulter executed Lease No. 1, in favor of BRG Petroleum Corporation, which Corporation was subsequently purchased by Chesapeake Energy Corporation. (Exhibit G)

43. That on April 17, 2003, Defendants, Ernest and Gloria Coulter, entered into a lease agreement with Chesapeake Energy Corporation, thereby authorizing Defendant Chesapeake to pool all interests in the aforesaid real property, to which interests the Coulters were not entitled.

44. That Defendants, Ernest and Gloria Coulter acted with intentional fraud and deceit when they committed the following acts which are material to the instant dispute:

- a. Defendants acted and proceeded as if they owned the whole land without regard to the severance of the oil, gas and mineral estate therein.

- b. Defendants intentionally made false representations to BRG Petroleum, to Chesapeake Energy Corporation and to others in order to receive royalties which rightfully belonged to the Plaintiffs, as heirs of Pearlie Mae Frailey Moreland;
- c. the hearers, agents for BRG Petroleum and Chesapeake Energy Corporation, reasonably believed and relied upon the false representations made by Defendants Ernest and Gloria Coulter, and paid royalties to them which rightfully belong to the heirs of Pearlie Mae Frailey Moreland;
- d. Plaintiffs made demands upon Defendants Ernest and Gloria Coulter and made Defendants aware of Plaintiffs' interest in the gas, oil and mineral rights to the property, but Defendants refused to acknowledge Plaintiffs' demands;
- e. in spite of entreaties and demands made by the Plaintiffs, Defendants Ernest and Gloria Coulter continue to misrepresent their entitlement to the gas oil and mineral rights, intending that others rely and act upon belief in those misrepresentations.

45. That the parties to this suit were not co-tenants of the two separate estates (i.e., the surface estate and the mineral estate).

46. That Defendants knew or should have known that they did not hold title to the gas, oil and mineral rights for which they had received and continue to receive royalties.

47. That from April, 2003 through the present date, Defendants have perpetrated fraud and deceit by their continued and intentional false representations regarding ownership of the royalties, which false representations were believed and relied upon, and served to perpetuate Defendants' receipt of royalty revenue which rightfully belongs to the Plaintiffs.

48. That Plaintiffs have sought to receive the royalties that rightfully belong to them as heirs of Pearlie Mae Frailey Moreland, deceased, but the Defendants, Ernest and Gloria Coulter, have refused and continue to refuse to comply with Plaintiffs' demands, resulting in great harm and financial loss being suffered by the Plaintiffs.

WHEREFORE, Plaintiffs pray that this Court order Defendants Ernest A. Coulter and Gloria Faye Coulter to pay all future royalty revenue received from the oil and mineral rights legally belonging to the above captioned heirs of Pearlie Mae Frailey Moreland, Emma Frailey Hanks and Lillie Mae Anderson, and further, that the defendants pay to Plaintiffs all amounts received from the sale of the aforesaid oil and mineral property through the present date, plus interest, along with attorneys fees and costs, and other and further relief as the Court deems appropriate.

COUNT III. CHESAPEAKE CORPORATION - FRAUD

49. Plaintiffs re-state and re-allege paragraphs 1-24 as if fully set forth herein, and in addition, further state:

50. That Chesapeake Corporation acknowledges Plaintiffs' proportional interest in the oil and mineral rights of the Estate of Pearlie Mae Frailey Moreland. (Exhibit H).

51. Defendant Chesapeake Energy Corporation acknowledges that heirs of Pearlie Mae Frailey Moreland, deceased, are the beneficiaries of royalties in the Bennett Gas Unit for wells #1, #2, #3, #6, #10 and #13, yet Defendant Chesapeake has acted fraudulently with Defendants David and Eloise Adams and/or Ernest and Gloria Coulter to deprive Plaintiffs of their rightful shares of gas, oil and mineral royalties to which they are entitled through inheritance.

52. That although Chesapeake was aware of Plaintiffs' combined interest in the oil and

mineral rights, Defendant Chesapeake has failed and refused, and continues to refuse, to pay royalties to the rightful heirs and assigns of Pearlie Mae Frailey Moreland, deceased.

53. That in spite of Plaintiffs' documented interest in the oil and mineral royalties which have resulted from the drilling, Defendant Chesapeake has fraudulently disbursed and conveyed, and continues to convey, all applicable royalties to the Defendants, Ernest and Gloria Coulter and/or David and Eloise Adams, and/or David Adams Limited.

54. That Defendant Chesapeake knew, or should have known that Defendants Ernest and Gloria Coulter are not now and have never been legally entitled to 100% of the royalties derived from the oil and mineral rights which were retained by Pearlie Mae Frailey Moreland and Frank Moreland, for themselves, their heirs and assigns by Deed dated December 21, 1946.

55. That Defendant Chesapeake knew, or should have known that Defendants Ernest and Gloria Coulter are not now and have never been legally entitled to 100% of the royalties derived from the oil and mineral rights which belonged to Emma Frailey Hanks and Lillie Mae Anderson by Partition Deed dated August 31, 1946, and recorded September 18, 1946.

56. That Defendant Chesapeake owes a duty to the Plaintiffs and others to insure that all royalties owed by Chesapeake Corporation be paid to those legally and rightfully entitled to them.

57. That Plaintiffs have made demands upon Defendant Chesapeake for payment of the monies owed to them, but Defendant has refused and continues to refuse to comply with Plaintiffs' demands.

58. That Defendant has acted fraudulently by continuing to pay Plaintiffs' rightful shares of royalties to the Defendants, David and Eloise Adams, David Adams, Ltd., and/or Ernest and

Gloria Coulter.

59. That Defendant, Chesapeake Energy Corporation has further acted to deceive and defraud Plaintiffs in the following ways:

- a. Defendant has acted in breach of its fiduciary duty to pay royalties to the legal owners of the applicable gas, oil and mineral rights to the aforesaid certain tracts of land situated in Nacogdoches County, Texas;
- b. Defendant has refused and continues to refuse to pay royalties to the Plaintiffs, as rightful heirs of Pearlie Mae Frailey Moreland, Emma Frailey Hanks and Lillie Mae Anderson, even upon Plaintiffs' Notice and demand for such payment.
- c. Defendants continue to pay the aforesaid mineral royalties to co-Defendants, David and Eloise Adams, David Adams, Ltd., and/or Ernest and Gloria Coulter, while knowing that the aforesaid royalties should be paid to the Plaintiffs.
- d. Defendants have intentionally concealed information from the Plaintiffs regarding royalty payments for gas, oil and minerals to which Plaintiffs are legally entitled as heirs of Pearlie Mae Frailey Moreland, who retained and reserved an undivided interest in the aforesaid gas oil and mineral rights for herself and her heirs and assigns pursuant to a Deed executed on December 21, 1946.
- e. Defendants have intentionally concealed information from the Plaintiffs regarding royalty payments for gas, oil and minerals to which Plaintiffs are legally entitled as heirs of Emma Frailey Hanks and Lillie Mae Anderson, pursuant to the Partition Deed executed on August 31, 1946.
- f. Defendant intended for Plaintiffs to believe and rely upon its false representations

regarding royalties owed to the Plaintiffs, as heirs of Pearlle Mae Frailey Moreland, Emma Frailey Hanks and Lillie Mae Anderson.

60. That as a direct result of the fraudulent acts and/or omissions to act on the part of the Defendant, Chesapeake Energy Corporation, Plaintiffs have suffered and continue to suffer great harm and substantial financial loss.

WHEREFORE, Plaintiffs pray that this Court award damages against the Defendant Chesapeake Energy Corporation, and in favor of the Plaintiffs, in an amount commensurate with the amounts wrongfully paid by Defendant Chesapeake to Defendants David and Eloise Adams, David Adams, Ltd., and/or Ernest and Gloria Coulter, plus interest and penalties prescribed by the Federal Onshore Oil and Gas Leasing Reform Act of 1987, Section 41, attorneys fees and costs of suit, and such other and further relief and penalties as the Court deems appropriate.

Respectfully Submitted,

/s/Herman L. Jimerson
Herman L. Jimerson, #10509
Jimerson Law Firm
225 S Meramec Ste. 508
Clayton, MO 63105
Telephone: 314-862-0069
Facsimile: 314-862-4134
herman@jimersonlawfirm.com
general@jimersonlawfirm.com

ATTORNEY FOR PLAINTIFFS

STATE OF MISSOURI

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COUNTY OF ST. LOUIS

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I, Todd MORELAND, being over the age of majority and with knowledge, involvement, and experience necessary to aver the truth of the foregoing, hereby swear or affirm that I have read the foregoing Complaint and that the statements therein are true and accurate to the best of my knowledge and belief.


NAME:

Subscribed and sworn before me this 1 day of November, 2007.

Tiffany R. Cornell
Notary Public

My Commission Expires:



TIFFANY R. CORNELL
My Commission Expires
November 14, 2010
St. Louis County
Commission #08392800

STATE OF MISSOURI

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COUNTY OF ST. LOUIS

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I, VIVIAN THOMAS, being over the age of majority and with knowledge, involvement, and experience necessary to aver the truth of the foregoing, hereby swear or affirm that I have read the foregoing Complaint and that the statements therein are true and accurate to the best of my knowledge and belief.

Vivian Thomas
NAME:

Subscribed and sworn before me this 1 day of November, 2007.

Tiffany R. Cornell
Notary Public

My Commission Expires:



TIFFANY R. CORNELL
My Commission Expires
November 14, 2010
St. Louis County
Commission #06392800

STATE OF MISSOURI

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COUNTY OF ST. LOUIS

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I, Vanessa Slaughter being over the age of majority and with knowledge, involvement, and experience necessary to aver the truth of the foregoing, hereby swear or affirm that I have read the foregoing Complaint and that the statements therein are true and accurate to the best of my knowledge and belief.

Vanessa Slaughter
NAME:

Subscribed and sworn before me this 1 day of November, 2007.

Tiffany R. Cornell
Notary Public

My Commission Expires:



TIFFANY R. CORNELL
My Commission Expires
November 14, 2010
St. Louis County
Commission #08392800

STATE OF MISSOURI

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COUNTY OF ST. LOUIS

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I, Andrew J Moreland being over the age of majority and with knowledge, involvement, and experience necessary to aver the truth of the foregoing, hereby swear or affirm that I have read the foregoing Complaint and that the statements therein are true and accurate to the best of my knowledge and belief.

Andrew J Moreland
NAME:

Subscribed and sworn before me this 1 day of November, 2007.

Tiffany R. Cornell
Notary Public

My Commission Expires:



TIFFANY R. CORNELL
My Commission Expires
November 14, 2010
St. Louis County
Commission #00000000

STATE OF MISSOURI

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COUNTY OF ST. LOUIS

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I, Lashonda Moreland, being over the age of majority and with knowledge, involvement, and experience necessary to aver the truth of the foregoing, hereby swear or affirm that I have read the foregoing Complaint and that the statements therein are true and accurate to the best of my knowledge and belief.

Lashonda Moreland
NAME:

Subscribed and sworn before me this 1 day of November, 2007.

Tiffany R. Cornell
Notary Public

My Commission Expires:



TIFFANY R. CORNELL
My Commission Expires
November 14, 2010
St. Louis County
Commission #06392800

STATE OF MISSOURI

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COUNTY OF ST. LOUIS

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I, Anthony MORELAND being over the age of majority and with knowledge, involvement, and experience necessary to aver the truth of the foregoing, hereby swear or affirm that I have read the foregoing Complaint and that the statements therein are true and accurate to the best of my knowledge and belief.

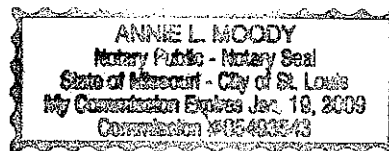
Anthony Moreland
NAME:

Subscribed and sworn before me this 15th day of November, 2007.

Annie L. Moody
Notary Public

My Commission Expires:

Jan. 19, 2009



STATE OF MISSOURI

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COUNTY OF ST. LOUIS

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I, Monica Moreland-Dodson, being over the age of majority and with knowledge, involvement, and experience necessary to aver the truth of the foregoing, hereby swear or affirm that I have read the foregoing Complaint and that the statements therein are true and accurate to the best of my knowledge and belief.

Monica Dodson
NAME:

Subscribed and sworn before me this 1 day of November, 2007.

Tiffany R. Cornell
Notary Public

My Commission Expires:



TIFFANY R. CORNELL
My Commission Expires
November 14, 2010
St. Louis County
Commission #08002800

STATE OF Texas)
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COUNTY OF Bell)

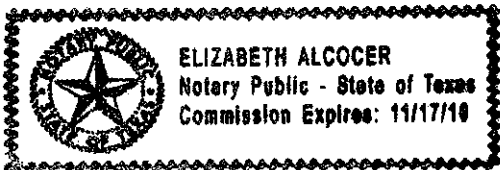
I, Carla D. Jones, being over the age of majority and with knowledge, involvement, and experience necessary to aver the truth of the foregoing, hereby swear or affirm that I have read the foregoing Complaint and that the statements therein are true and accurate to the best of my knowledge and belief.

Carla D. Jones
NAME:

Subscribed and sworn before me this 7 day of November, 2007.

Elizabeth Alcocer
Notary Public

My Commission Expires: 11.17.2010



STATE OF MISSOURI

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COUNTY OF ST. LOUIS

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I, Paullette Moreland Reed, being over the age of majority and with knowledge, involvement, and experience necessary to aver the truth of the foregoing, hereby swear or affirm that I have read the foregoing Complaint and that the statements therein are true and accurate to the best of my knowledge and belief.

Paullette Moreland Reed
NAME:

Subscribed and sworn before me this 1 day of November, 2007.

Tiffany R. Cornell
Notary Public

My Commission Expires:



TIFFANY R. CORNELL
My Commission Expires
November 14, 2010
St. Louis County
Commission #06992800

STATE OF MISSOURI

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COUNTY OF ST. LOUIS

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I, Ronna MORELAND, being over the age of majority and with knowledge, involvement, and experience necessary to aver the truth of the foregoing, hereby swear or affirm that I have read the foregoing Complaint and that the statements therein are true and accurate to the best of my knowledge and belief.

Ronna Moreland
NAME:

Subscribed and sworn before me this 1 day of November, 2007.

Tiffany R. Cornell
Notary Public

My Commission Expires:



TIFFANY R. CORNELL
My Commission Expires
November 14, 2010
St. Louis County
Commission #06392800

STATE OF MISSOURI

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COUNTY OF ST. LOUIS

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I, Tammy Hamilton Moreland being over the age of majority and with knowledge, involvement, and experience necessary to aver the truth of the foregoing, hereby swear or affirm that I have read the foregoing Complaint and that the statements therein are true and accurate to the best of my knowledge and belief.

Tammy Hamilton Moreland
NAME:

Subscribed and sworn before me this 1 day of November, 2007.

Tiffany R. Cornell
Notary Public

My Commission Expires:



TIFFANY R. CORNELL
My Commission Expires
November 14, 2010
St. Louis County
Commission #00992200

STATE OF MISSOURI

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COUNTY OF ST. LOUIS

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I, Alisha Hill, being over the age of majority and with knowledge, involvement, and experience necessary to aver the truth of the foregoing, hereby swear or affirm that I have read the foregoing Complaint and that the statements therein are true and accurate to the best of my knowledge and belief.

Alisha Hill
NAME:

Subscribed and sworn before me this 1 day of November, 2007.

Tiffany R. Cornell
Notary Public

My Commission Expires:



TIFFANY R. CORNELL
My Commission Expires
November 14, 2010
St. Louis County
Commission #08302800

STATE OF MISSOURI

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COUNTY OF ST. LOUIS

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I, Louise Moreland, being over the age of majority and with knowledge, involvement, and experience necessary to aver the truth of the foregoing, hereby swear or affirm that I have read the foregoing Complaint and that the statements therein are true and accurate to the best of my knowledge and belief.

Louise Moreland
NAME:

Subscribed and sworn before me this 1 day of November, 2007.

Tiffany R. Cornell
Notary Public

My Commission Expires:



TIFFANY R. CORNELL
My Commission Expires
November 14, 2010
St. Louis County
Commission #06392800

STATE OF CALIFORNIA)
) SS
COUNTY OF LOS ANGELES)

TERRENCE NOWLIN MORELAND

I, TERENCE NOWLIN MORELAND, being over the age of majority and with knowledge, involvement, and experience necessary to aver the truth of the foregoing, hereby swear or affirm that I have read the foregoing Complaint and that the statements therein are true and accurate to the best of my knowledge and belief.

~~TERENCE~~ ^{TR.} Terence Nowlin Moreland Terence Nowlin Moreland

NAME: TERENCE NOWLIN MORELAND
TERRENCE NOWLIN MORELAND

Subscribed and sworn before me this 13th day of November, 2007.

Sandra Nixon, Notary Public
Notary Public

My Commission Expires:
May 19, 2008

